

Quote Date	Revision #	Page #
09/10/09		1
Print Date	Orig. Contract	
10/09/09	15780	
End-User / Installation Name		
Customer Quote #		

Quotation # Q0903297	Attention:
PH:	
FX:	

Bill To:
70009
O'FALLON, CITY OF [IL]
255 SOUTH LINCOLN
O'FALLON IL 62269

Ship To:
70009
O'FALLON, CITY OF [IL]
WASTEWATER TREATMENT FACILITY
10378 REIDER ROAD
LEBANON IL 62254

Siemens Water Technologies is pleased to offer the following quotation for your consideration:

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
001	1	15780-209-100	HEADER-TOW BRO,118'-0'"DIA. TANK	8200.00	EA	8200.00	6- 8 WEEKS
002	1	15780-209-101	HEADER-TOW BRO,118'-0'"DIA. TANK	5400.00	EA	5400.00	6- 8 WEEKS
003	1	603-81657-81	DRIVE ASSY-H40ALT, CW,W/SHEAR PIN,0.03RPM,EURO	22000.00	EA	22000.00	6- 8 WEEKS
004	1		INSTALLATION SERVICES	17530.00	EA	17530.00	6- 8 WEEKS
755	1		SHIPPING & HANDLING	950.00	LT	950.00	
			INSTALLATION INCLUDES: REMOVAL OF EXISTING DRIVE GROUT, AND HEADER. INSTALL REPLACEMENT DRIVE, AND HEADER. SET HORIZONTAL PLANE, CUTOUT/ALARMS SWITCHES, AND CAGE PLUMB. GROUT BASE OF DRIVE. CLIENT TO FURNISH: CRANE WITH OPERATOR FOR ONE DAY AND OIL. PLUS DISPOSAL OF REPLACED COMPONENTS.				
			IN THE EVENT THIS MATERIAL IS ORDERED, NEW PART NUMBERS WILL BE USED INSTEAD OF THOSE LISTED ABOVE DUE TO THE IMPLEMENTATION OF OUR NEW SAP BUSINESS SYSTEM.				
Total Sale Price:						54,080.00	

Please Direct Questions, Comments, or Inquiries to:	
Local Representative #: 711 Name: RESSLER CORPORATION Phone: 636/391-8992 Fax: 636/527-2917	Siemens Account Manager: LAUREL FRACARO Phone: 262-521-8498 Fax: 262-521-8249 E-Mail: laurel.fracaro@siemens.com

Prices are in Effect for: 30 Days	Payment Terms: N30
* Lead Time: Contingent Upon Stock Availability	Freight Terms: FOB SHIPPING POINT
Minimum Order Value: \$50.00	

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.  
In the event buyer wishes to return material for credit - A return material authorization (R.M.A.) must be issued from the seller before any return.  
Equipment to be returned must be in new condition, suitable for restocking and resale.  
Non stock items are not returnable.  
Items invoiced over 12 months prior are not returnable.  
Restock fee of 25% of item value applies.  
Return freight and associated costs are for the account of the buyer.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions.
12. **RESERVATION CLAUSE (International - including Canada and Mexico).** Purchaser acknowledges that (SOC/Seller/ Contractor/Consortium) is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Purchaser agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by (SOC/Seller/Contractor/Consortium) of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.  
PURCHASER AGREES TO INDEMNIFY AND HOLD (SOC/SELLER/CONTRACTOR/CONSORTIUM) HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Siemens appreciates the opportunity to provide this quotation for your consideration, and looks forward to doing business with you!

Quotation Submitted by Siemens:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

Siemens has implemented procedures to be in accordance with the Sarbanes-Oxley Act of 2002. These procedures require a signed confirmation from the buyer of the intent to purchase.

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller:

CITY OF O'FAHLON  
(Company Name)

Siemens  
(Company Name)

By: Dennis L. Sullivan

By: \_\_\_\_\_

Date: 10/12/09

Date: \_\_\_\_\_

DENNIS L. SULLIVAN  
DIRECTOR OF PUBLIC WORKS

PLEASE VISIT OUR WEBSITE AT [www.siemens.com/water](http://www.siemens.com/water) FEATURING:

- Online Quotation Request
- Service Requests
- Order Status Requests
- General Information Requests

OR CALL 1-800-931-1755

\*\*\*\*\* IMPORTANT OFFER \*\*\*\*\*

We offer no-charge plant audits and provide upgrade and modernization programs that can compliment and enhance your plant efficiency. Call Laurel Fracaro at 262-521-8498.

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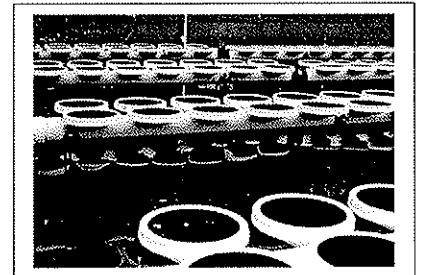
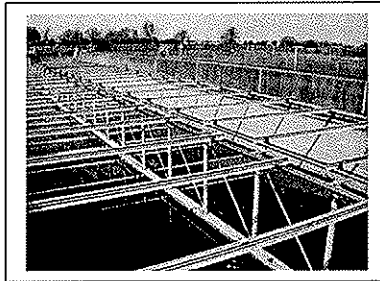


## Envirex Products

### Aftermarket Parts and Field Service Capabilities

For Top Quality *Envirex* Replacement Parts, or Field Service on your Equipment:

- Clarification
- DAF
- Digestion
- Skimming
- Flocculation
- Aeration/Oxidation
- Biological
- Gas Safety
- Air Diffusion
- Chain and Scraper Collectors



For more information on any of our Equipment or Aftermarket Capabilities, please call one of our Siemens Account Managers.

**Aftermarket Managers by State:**

Bob Dunn – all RBC’s (262) 521-8206

Mike Jopek- CA (Northern) CO, IL (Southern), MI, MO (Eastern), WI. (262) 521-8481

Brenda Ludwikowski- CA (Southern), AZ, HI, IN, KY, NM, NV OH (Southern), TN, Siphon’s. (262) 521-8379

Dick Pausch- AL, AR, DC, FL, GA, LA, MD, MS, NC, NY, SC, TX, VA, Canada. (262) 521-8221

Ken Spencer- Asia/ Pacific, Mideast/Europe (262) 521-8415

Greg Weston-AK, IA, ID, IL (Northern), KS, MN, MO (Western), MT, ND, NE, OK, OR, SD, UT, WA, WY, Latin America. (262) 521-8218

Ross Youngell- CT, DE, MA, ME, NH, NJ, NY, OH (Northern), PA, RI, VT, WV, (262) 521-8471

Or Call toll free 1-800-931-1755 or Fax (262) 521-8249 Please refer to this mailer when Calling.

Siemens Water Technologies Corp.

1901 South Prairie Avenue  
Waukesha, WI 53189

Tel: (262) 547-0141  
Fax: (262) 547-4120  
[www.siemens.com/water](http://www.siemens.com/water)